

EXHIBIT C

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Proposed Counsel to the Debtor
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

PPS 77 LLC,

Chapter 11

Case No. 24-12445 (LGB)

Debtor.

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**“LAR DAN” DECLARATION IN SUPPORT OF APPLICATION FOR AUTHORITY
TO RETAIN PICK & ZABICKI LLP AS COUNSEL TO THE DEBTOR**

ERIC BROWN, hereby declares as follows under penalty of perjury:

1. I am a manager and member of PPS 77 LLC, the debtor and debtor-in-possession herein (the “Debtor”). I am familiar with the matters set forth herein. I make this declaration in support of the Debtor’s application for authority to retain the law firm Pick & Zabicki LLP (“P&Z”) as its counsel in this case.

2. I am also a member of PPS 37th Avenue LLC and Brown Brothers Group LLC. At the Debtor’s request: (a) PPS 37th Avenue LLC paid the sum of \$15,000.00 to P&Z as a professional retainer in connection with its retention as the Debtor’s counsel; and (b) Brown Brothers Group LLC paid the sum of \$2,500.00 to P&Z as an advance for expenses (including the \$1,738.00 filing fee which was paid by P&Z) anticipated to be incurred by P&Z as counsel to the Debtor in this case.

3. I have been made aware of the case entitled *In re Lar Dan Enterprises, Inc.* 221 B.R. 93 (Bankr. S.D.N.Y 1998) and represent and allege as follows:

(i) I understand that any and all compensation received by P&Z from any source will be subject to review by this Court for reasonableness.

(ii) I am fully aware of all facts relating to the payments made to P&Z by PPS 37th Avenue LLC and Brown Brothers Group LLC referred to herein. The Debtor expressly requested and consented to such payment.

(iii) I understand that notwithstanding such payment, P&Z's undivided loyalty will remain with the Debtor and not to PPS 37th Avenue LLC or Brown Brothers Group LLC (or to me personally).

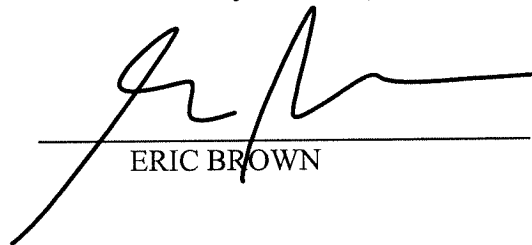
(iv) There is no factual or legal relationship between PPS 37th Avenue LLC and Brown Brothers Group LLC (nor me personally) and P&Z.

(v) I have been advised that PPS 37th Avenue LLC and Brown Brothers Group LLC should discuss the payments made to P&Z with counsel of their own choosing. PPS 37th Avenue LLC and Brown Brothers Group LLC have chosen not to do so.

(vi) I have been informed that all confidential information between the Debtor and P&Z is protected as required by Rule 1.6 of the New York Rules of Professional Conduct.

4. I hereby declare, pursuant to 28 U.S.C. § 1746 and under penalties of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Executed on February 17, 2025


ERIC BROWN